

APN NO.:007-200-42 & 007-200-33  
ESCROW NO.:1050980-01  
**MAIL TAX STATEMENTS TO:**  
KENNETH F & PATTI E BENSON  
PO BOX 158, HC62 BOX 62134  
EUREKA, NEVADA 89316  
**When Recorded Please Mail To:**  
ELKO FEDERAL CREDIT UNION  
2397 MTN CITY HWY  
ELKO, NV 89801

**DOC# 222260**  
11/29/2012 02:35PM  
**Official Record**  
Requested By  
STEWART TITLE ELKO  
Eureka County - NV  
**Mike Rebaleati - Recorder**  
Page: 1 of 6 Fee: \$44.00  
Recorded By FS RPTT: \$0.00  
Book- 0542 Page- 0259  
  
0222260

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**DEED OF TRUST**

**THIS DEED OF TRUST** made this 28TH day of NOVEMBER, 2012, by and between KENNETH F BENSON AND PATTI E BENSON, husband and wife as joint tenants, Trustor, and STEWART TITLE COMPANY, as Trustee, and ELKO FEDERAL CREDIT UNION a federally chartered credit union, Beneficiary;

**WITNESSETH:**

That Trustor hereby grants, transfers and assigns to the Trustee in trust, with power of sale, all of the following described real property situate in the County of EUREKA, State of Nevada, more particularly described as follows:

**SEE LEGAL DESCRIPTION**

TOGETHER with any and all buildings and improvements situate thereon.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the same unto said Trustee and its successors, in trust, to secure the performance of the following obligations, and payment of the following debts:

**ONE:** Payment of an indebtedness evidenced by a certain Promissory Note dated 11/28/2012 in the principal amount of \$315,000.00 with the interest thereon, expenses, attorney fees and other payments therein provided, executed and delivered by the Trustor payable to the Beneficiary or order, and any and all extensions or renewals thereof.

**TWO:** Payment of all other sums with interest thereon becoming due or payable under the provisions hereof to either Trustee or Beneficiary.

**THREE:** Payment, performance and discharge of each and every obligation, covenant, promise and agreement of Trustor herein or in said Note contained and of all renewals, extensions, revisions and amendments of the above described notes and any other indebtedness or obligation secured hereby.

To protect the security of this Deed of Trust, it is agreed as follows:

1. The Beneficiary has the right to record notice that this Deed of Trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Trustor for which the Beneficiary may claim this Deed of Trust as security.

2. The Trustor shall keep the property herein described in good condition, order and repair; shall not remove, demolish, neglect, or damage any buildings, fixtures, improvements, or landscaping thereon or hereafter placed or constructed thereon; shall not commit or permit any waste or deterioration of the land, buildings and improvements; and shall not do nor permit to be done, anything which shall impair, lessen, diminish or deplete the security hereby given.

3. The following covenants, Nos. 1; 2 (insurable value minimum amount of \$315,000.00); 3; 4 (8.000%); 5; 6; 7 (reasonable); 8; and 9 of N.R.S. 107.030, are hereby adopted and made a part of this Deed of Trust. In connection with Covenant No. 6, it shall be deemed to include and apply to all conditions, covenants and agreements contained herein in addition to those adopted by reference, and to any and all defaults or deficiencies in the performance of this Deed of Trust.

4. All payments secured hereby shall be paid in lawful money of the United States of America.

5. The Beneficiary and any persons authorized by the Beneficiary shall have the right to enter upon and inspect the premises at all reasonable times.

6. In case of condemnation of the property subject hereto, or any part thereof, by paramount authority, all of any condemnation award to which the Trustor shall be entitled less costs and expenses of litigation, is hereby assigned by the Trustor to the Beneficiary, who is hereby authorized to receive and receipt for the same and apply such proceeds as received, toward the payment of the indebtedness hereby secured, whether due or not.

7. If default be made in the performance or payment of the obligation, note or debt secured hereby or in the performance of any of the terms, conditions and covenants of this Deed of Trust, or the payment of any sum or obligation to be paid hereunder, or upon the occurrence of any act or event of default hereunder, and such default is not cured within thirty-five (35) days after written notice of default and of election to sell said property given in the manner provided in N.R.S. 107.080 as in effect on the date of this Deed of Trust, Beneficiary may declare all notes, debts and sums secured hereby or payable hereunder immediately due and payable although the date of the maturity has not yet arrived.

8. The Promissory Note secured by this Deed of Trust is made a part hereof as if fully herein set out. If all or any part of the real property granted, transferred and assigned to the Trustee in trust herein, or any interest therein, is sold or transferred by Trustor prior to the date when payment of all of the indebtedness secured hereby has been paid, Beneficiary may, at Beneficiary's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. If Beneficiary exercises this option to accelerate, Beneficiary shall mail to Trustor a notice of acceleration, which notice shall provide a period of not less than thirty-five (35) days from the date the notice is mailed within which Trustor may pay the sums declared due and if Trustor fails to pay such sums prior to the expiration of such period, Beneficiary may, without further notice or demand upon Trustor, invoke any remedies provided in this Deed of Trust for default.

9. If all or any part of the real property granted, transferred and assigned to the Trustee in trust herein, or any interest therein, is sold or transferred by Trustor prior to the date when payment of all of the indebtedness secured hereby has been paid, Beneficiary may, at Beneficiary's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. If Beneficiary exercises this option to accelerate, Beneficiary shall mail to Trustor a notice of acceleration, which notice shall provide a period of not less than thirty-five (35) days from the date the notice is mailed within which Trustor may pay the sums declared due and if Trustor fails to pay such sums prior to the expiration of such period, Beneficiary may, without further notice or demand upon Trustor, invoke any remedies provided in this Deed of Trust for default.

10. The appointment of receiver for any of the assets of the Trustor hereof or the maker of the Note secured hereby, or the making by the Trustor or the maker of the Note secured hereby of a general assignment for the benefit of creditors, shall constitute a default under this Deed of Trust.



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11. The rights and remedies herein granted shall not exclude any other rights or remedies granted by law, and all rights or remedies granted hereunder or permitted by law shall be concurrent and cumulative.

12. All the provisions of this instrument shall inure to and bind the heirs, legal representatives, successors and assigns, of each party hereto respectively as the context permits. All obligations of each Trustor hereunder shall be joint and several. The word "Trustor" and any reference thereto shall include the masculine, feminine and neuter genders and the singular and plural, as indicated by the context and number of parties hereto.

13. Any notice given to Trustor under Section 107.080 of N.R.S. or in connection with this Deed of Trust shall be given by registered or certified letter to the Trustor addressed to the address set forth near the signatures on this Deed of Trust, or at such substitute address as Trustor may direct in writing to Beneficiary and such notice shall be binding upon the Trustor and all Assignees or Grantees of Trustor.

14. It is expressly agreed that the trusts created hereby are irrevocable by the Trustor.

IN WITNESS WHEREOF, the Trustor has executed these presents the day and year first above written.

TRUSTOR:

*Kenneth F Benson*  
KENNETH F BENSON

*Patti E Benson*  
PATTI E BENSON

STATE OF NEVADA )

)SS.

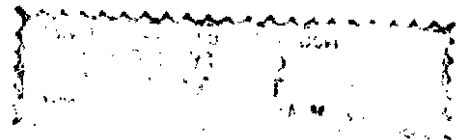
COUNTY OF ELKO )

On Nov 28th, 2012, personally appeared before me, a Notary Public, KENNETH F BENSON AND PATTI E BENSON, personally known to me or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument and who acknowledged that he/she/they executed said instrument.

*Tessa Morfin*  
NOTARY PUBLIC



COPY



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## LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of Elko, described as follows:

### PARCEL 1:

TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B.&M.

Section 3: N1/2;

EXCEPTING THEREFROM all oil, gas, potash and sodium as reserved by the United States of America in patent recorded November 14, 1964 in Book 6, Page 186, Official Records, Eureka County, Nevada.

TOGETHER WITH an easement over the east 32 feet of Section 4, Township 21 North, Range 53 East, M.D.B.&M., created by Grants of Easement, recorded June 12, 1978, in Book 63, Page 523 and 525, Official Records, Eureka County, Nevada.

### PARCEL 2:

TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B.&M.

Section 16: NW1/4;

EXCEPTING THEREFROM all the oil, gas, potash and sodium as reserved by the United States of America in patent recorded October 3, 1963 in Book 27, Page 43, Deed Records, Eureka County, Nevada.

### PARCEL 3:

A parcel of land located in the NE1/4 of Section 4, Township 21 North, Range 53 East, M.D.B.&M., more particularly described as follows:

Beginning at the northeast corner of said Section 4, being Corner No. 1;

Thence South 88°11'36" West, 150.00 feet along the north line of said Section 4 to Corner No. 2;

Thence South 0°10'00" West, 650.00 feet to Corner No. 3;

Thence South 20°06'58" East, 432.45 feet to a point on the east line of said Section 4, being Corner No. 4;

Thence North 0°10'00" East, 1060.80 feet along the said east line of Section 4 to Corner No. 1, the point of beginning;



EXCEPTNG THEREFROM all potassium, oil and gas lying in or under said land, reserved by the United States of America, in patent recorded July 25, 1962, in Book 26, Page 250, Deed Records, Eureka County, Nevada.

FURTHER EXCEPTING THEREFROM all oil, gas and minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Charles Clay Cooper and Ermyle Ruth Cooper, husband and wife, in deed recorded May 8, 1984, in Book 122, Page 490, Official Records, Eureka County, Nevada.

COOPER

